

# Embassy of the United States of America

Manila, Philippines

Date: July 2, 2015

To: Prospective Quoters

Subject: Request for Quotations number SRP380-15-Q-0099

Enclosed is a Request for Quotations (RFQ) for the **Preventive Maintenance Services of Fire Alarm and Detection Systems, Fire Suppression System and Sprinkler system for the U.S. Embassy Manila.** If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

A site visit and pre-quotation conference is scheduled on *July 9, 2015, 9:00A.M.* Participants will meet at the Roxas Boulevard Gate, Seafront Compound Pasay City, at *8:45 A.M.* The U.S. Government (USG) will provide transportation to the site covered by the solicitation. The pre-quotation conference will follow immediately after the site visit and will be held at the GSO Conference Room, American Embassy Manila, Seafront Compound, Pasay City. Submit in writing any questions you may have concerning the RFQ on or before *July,10 2015, 4:00P.M.* via email to <a href="mailto:GatmaitanBI@state.gov">GatmaitanBI@state.gov</a>. Responses will be posted on the Embassy website under the subject RFQ number.

Please submit the names of your representative/s for the site visit and pre-quotation conference no later than *July 8, 2015, 10:00A.M. Via fax no. (632) 548-6762 or email to* GatmaitanBI@state.gov

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by July 17, 2015 on or before 4:00 P.M. local time. Electronic and Late offers will not be considered.

The Embassy appreciates your interest in this solicitation.

JIMMI N. SOMMER Contracting Officer

Review clearance:

BIG CSM CSM Enclosure

RFQ No: SRP380-15-Q-0099

			RDER FOR CO OCKS 12, 17, 23,		EMS	1. REQU	ISITION N		PA	GE 1 OF	
2. CONTRACT NO		•	ARD/EFFECTIVE	4. ORDER NU	IMRED	5 80110	PK4 ITATION N	139125		84	
		1	E (mm-dd-yyyy)	4. ONDER NO	MIDEN	J. 30LiC	HAHON	NOWIDER		OLICITATION ISS PATE (mm-dd-yyy)	
							SRP380-	-15-Q-0099		07-02-2015	′′
7. FOR SOLICITA	8	a. NAN	ΛΕ					MBER (No col	I	FFER DUE DATE	
INFORMATION C	ALL:	Bryar	Nicklaus I. Gatn	naitan/ Belle Med	cabalo	calls)	632 8	32-0826		OCAL TIME 07-17-2015; 4P	M
9. ISSUED BY			CODE		10. THIS AC	CQUISITION	IS		J	07 17 2013, 41	141
American Emba	icev Manila				X UNRES	STRICTED C	R	SET ASI		FOR	
Attention: GSO	/C&P							_	LL BUSINESS ZONE SMALL	L EMERGING BUSINESS	SMALL
Seafront Compo					NAICS:			BUSI	NESS		
Roxas Blvd., Pa	say City 130	00			SIZE STAI	NDARD:			/ICE-DISABLE ED SMALL BU		8(A)
11. DELIVERY FOR			12. DISCOUNT TE	RMS				<del></del>	ATING	JOHLOG	J
DESTINATION BLOCK IS MAR						THIS CONT		A			
						RATED OR JNDER DP		14. ME	THOD OF SOI	ICITATION	
SEE SCHI	EDULE					700)	710 (13 01	XRF	Q ∏IF	в По-	_
15. DELIVERY TO		············	CODE		16 ADMINI	STERED BY				B RFF	· · · · · · · · · · · · · · · · · · ·
American Emba					101712111111	0.2.12.00.			/	,02	
Attention: GSO/ Seafront Compo						CSM: 🔼	<b>~</b> 1.	DIG	DM		
Roxas Blvd., Pa	say City 130	0			'	CSIVI: VA	W_057	JNS: _	<del>\</del>		
17a. CONTRACTO OFFEROR	OR/ CODE		FACILITY		18a. PAYMI	ENT WILL BE	MADE BY	/	CC	DE	
27.7 27.7			CODE		American	Embassy N	/anila				
					Attention:	FMC					
					Ermita, M	as Boulevai anila	a				
TELEPHONE NO.											
17b. CHECK IF F	REMITTANCE IS	DIFFERE	NT AND PUT SUCH AL	DDRESS IN		INVOICES TO	ADDRESS	SHOWN IN BLO	CK 18a UNLESS	BLOCK	
					022011	TO OTTEONED	SEE A	DDENDUM			
19. ITEM NO.	SCI	HEDUL	20. E OF SUPPLIES/	SERVICES		21. ANTITY	22. UNIT	LINIT	23. PRICE	24. AMOUN	Ť
, , , , , , , , , , , , , , , , , , ,		<del>*************************************</del>					-	<u> </u>	7 7 (TOL	711001	
	D		0								
,			nance Services of	:							
1			tion Systems,							1	
			m & Sprinkler sys	stem		1	lot			-	0.00
			ssy Manila							ł	
	(Please see	attach	ed solicitation pac	ek)							
25. ACCOUNTING			Or Attach Additional She	eets as Necessary)			<u> </u>	OC TOTAL A	AVA DD. ANAOLU		
20. 70000111110	AND ALL MOL	MATIO	NDAIA					26. TOTAL A	WARD AMOU	NT (For Govt. Use O	0.00
X 27a. SOLICITAT	ON INCORPORA	ATES BY	REFERENCE FAR 52.2	212-1, 52.212-4. FAR	52.212-3 AND 5	52.212-5 ARE	ATTACHED.	ADDENDA	X ARE	ARE NOT ATTAC	
27b. CONTRACT	T/PURCHASE OF	RDER INC	CORPORATES BY REF	ERENCE FAR 52.212-	-4. FAR 52.212	-5 IS ATTACH	ED. ADDEN	DA .	X ARE	ARE NOT ATTACI	HED
28. CONTRAC	TOR IS REQU	JIRED T	O SIGN THIS DOCL	MENT AND	29.	AWARD OF	CONTRAC	CT: REF.		OF	FER
AND RETURN		_	ES TO ISSUING OF		DAT	ED		. YOUR OFFI	ER ON SOLIC	TATION (BLOCK	5),
CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL				(mm-dd-yyyy) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH							
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				1			S TO ITEMS:	ES WITHOU AT	RE SEI FURIH		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			04- 1111	ITED OTATE		70104 (010414)	FUDE 05 00				
JULI DIGINATURI	- Or OFFER		ZATIOTOR		31a. UN	HEDSIALE	OF AME	KIUA (SIGNA)	UKE OF CON	ITRACTING OFFI	CER)
30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGN			4	ME OF CON	TRACTING	OFFICER (T	ype or Print)	31c. DATE SIGN			
				(mm-dd-yyy)	"					(mm-dd-yy	vy)

# TABLE OF CONTENTS

#### Section 1 - The Schedule

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number SRP380-15-Q-0099, Prices, Block 23
- Continuation To SF-1449, RFQ Number SRP380-15-Q-0099, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

#### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses FAR and DOSAR Clauses not Prescribed in Part 12

#### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions FAR and DOSAR Provisions not Prescribed in Part 12

#### Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors FAR and DOSAR Provisions not Prescribed in Part 12

## Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications FAR and DOSAR Provisions not Prescribed in Part 12

## **SECTION 1 - THE SCHEDULE**

CONTINUATION TO SF-1449 RFQ NUMBER: **SRP380-15-Q-0099** PRICES, <u>BLOCK</u> 23

# I. PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price contract is for the Contractor to supply all labor, materials, tools, supplies, transportation and supervision, in performing preventive maintenance services for U.S. Government-owned sprinkler system, fire detection and alarm systems and fire suppression system for the U.S. Embassy, Manila, as indicated in Attachment 1.

**A.** The contract will be for a one-year period from the date of the Notice to Proceed, with two (2) one-year options.

#### **B.** Contract Cost

B.1. <u>Base Year</u>. The firm fixed-price for the base period of the contract (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months) to perform all work described in the contract is:

	Monthly Price	<u>e</u>	Annual Amount
	P	_x 12 =	P
B.2. First Opt	ion Year. The	firm fixed – price to p	erform all work described in the contract is:
	Monthly Price	<u>e</u>	Annual Amount
	P	_x 12 =	P
B.3. Second O	ption Year. Th	e firm fixed – price to	perform all work described in the contract is:
	Monthly Pric	<u>e</u>	Annual Amount
	P	_ x 12 =	P

B.4. GRAND TOTAL:
The grand total for the base + 2 two-year options is P
C. PAYMENT
a) The Government will pay the Contractor a fixed price per month for services that have been satisfactorily performed.
b) The Government will make payment in Philippine peso.
D. VALUE ADDED TAX
Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

# CONTINUATION TO SF-1449, RFQ NUMBER **SRP380-15-Q-0099** SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A. General. The American Embassy Manila requires a maintenance service contractor to perform preventive maintenance of sprinkler system, fire alarm and detection systems and fire suppression systems on US Government properties in accordance with the requirements herein. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required in this contract. The Contractor shall designate an English-speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the American Embassy. The designated person shall be onsite during normal Embassy working hours and shall have supervision as his/her sole function during the times s/he is on duty. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Specific services are described in detail below.

**A.1. Personnel** - The Contractor shall be responsible for providing qualified technicians with relevant experience of not less than 3 years in preventive maintenance of sprinkler system, fire alarm and detection system, and fire suppression system and its components.

A.2. Working Hours – All work shall be performed Monday to Friday, 7:30 a.m. to 4:30 p.m. excluding U.S. and Philippine holidays as listed under Section 2, DOSAR 652.237-72, Observance of Legal Holidays and Administrative Leave. If the Contractor desires to work outside of the regular hours, the Contractor shall submit a request to the COR five (5) calendar days prior to the start of the work to enable the COR to make necessary arrangements for access clearance. Changes in work hours will not be a cause for a price increase.

**A.3.** Emergency Repair Services are not covered under this solicitation. Any emergency repair work that needs to be performed shall be informed in writing by the Contractor to the COR and shall be subject to a separate negotiation and Purchase Order. No repair services shall be performed without prior approval of the Contracting Officer.

#### A.4. Definition of Terms

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"Government" means the Government of the United States of America.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"PM" means Preventive Maintenance.

<u>A.5.</u> The Contractor shall provide an Execution Plan to carry out the maintenance services as described in Subsection A.7-Work Requirements. The Contractor shall provide a draft of the Execution Plan to the COR for review 30 days after contract award.

A.6 Duties and Responsibilities. Services to be performed shall be in accordance with procedures contained in this statement of works. Damage or situations requiring major or specialized remedial services shall promptly be brought to the attention of the COR, and efforts shall be made to minimize such trouble or damage until proper corrective action can be taken. Major and specialized repairs shall be carried out by the Government, independent of this contract.

#### A.7. Work Requirements

- a) The Contractor shall provide full service to meet routine and preventive maintenance requirements. Sprinkler system, Fire suppression system and Fire alarm and detection systems listed on Attachment 1 and other integral part of sprinkler systems, fire detection and alarm systems and fire suppression system, should be maintained in a reliable and efficient operating condition at all times. In the event of a breakdown, every effort shall be made by the Contractor to immediately inspect, and/or report findings for replacement of the system to return to operational condition.
- b) All defects found shall be reported to the Contracting Officer's Representative (COR). The COR shall inspect and determine if unit needs replacement or repair. Dismantling and replacement of defective unit with Government-furnished unit shall be performed <u>only</u> after receipt of instruction from the COR.
- c) Routine Maintenance Services. The objective of scheduled routine maintenance is to eliminate or minimize system malfunction, breakdown and deterioration. Maintenance performed by the Contractor must assure continuous, safe and satisfactory operation of all Sprinkler System, Fire Suppression System and Fire Alarm and Detection system. Routine maintenance shall be scheduled by the Contractor and approved by the COR. The contractor shall perform maintenance listed in Attachments 1, 2, 3 to include monitoring of service calls and/ or requests from the Facilities Maintenance Office.

A. FIRE SUPRESSION SYSTEM (for all kitchens, Chancery Ballroom, ARC Clubhouse, Chief of Mission Residence, NOX 1, NOX 2, NOX 3, and Utility Building. Refer to Attachment 1.D):

- 1. Weekly Service: No weekly inspection is required.
- 2. Monthly Service: (Inspection of the system shall include the following):
  - (1) The extinguishing system is in its proper location.
  - (2) The manual actuators are unobstructed.
  - (3) The tamper indicators are intact.
  - (4) The maintenance tag or certificate is in place.
  - (5) No obvious physical damage or condition exists that might prevent operation.
  - (6) The pressure gauge (s), if provided, is in operable range.
  - (7) The nozzle blow-off caps are intact and undamaged.
  - (8) The hood, duct and protected cooking appliances have not been replaced, modified or relocated.

#### 3. Semi-Annual Service:

All works shall be as required by NFPA 17A.

- (1) Check to see the hazard has not changed.
- (2) An examination of all detectors, expel and gas container(s), the agent container(s), releasing devices, piping, hose assemblies, nozzles, signals, all auxiliary equipment and the liquid level of all non-pressurized wet chemical containers.
- (3) Certification that the agent distribution piping is not obstructed.
- (4) Should the inspection reveal conditions such as but not limited to corrosion or pitting in excess of manufacturer's limits, structural damage or fire damage; or repairs by soldering, welding or brazing; the affected part(s) shall be replaced or hydrostatically tested in accordance with the recommendations of the manufacturer or the listing agency.
- (5) Other tests as recommended by the Owner's manual.

#### 4. Annual Inspection Testing and Certification:

- (1) Annual inspection & testing should be done in accordance with Attachment 2.
- (2) Certify that the Kitchen Suppression Systems located at Chancery Ballroom, and ARC Clubhouse, NOX 1, NOX 2, and NOX 3, Utility Building are working properly. It should be accomplished by Ansulaccredited entity that has authorization from Ansul to do certifications.
- (3) Certificates should be provided every 1st week of December all throughout the years this contract is effective.

B. <u>FIRE ALARM & DETECTION SYSTEM</u> (All testing and inspection procedures indicated on Attachment 3 should be complied with). Refer also to Attachment 1.A and 1.B):

## 1. Weekly Visual Inspection:

- (1) Inspection should comply with the requirements of Attachment 3.
- (2) Submit report to COR in accordance with the requirements of Attachment3.

# 2. Quarterly Visual Inspection:

- (1) Inspection should comply with the requirements of Attachment 3.
- (2) Submit report to COR in accordance with the requirements of Attachment 3.

#### 3. Semi-Annual Test and Maintenance:

- (1) Inspection should comply with the requirements of Attachment 3.
- (2) Submit report to COR in accordance with the requirements of Attachment 3.

## 4. Annual Tests and Maintenance

- (1) Inspection should comply with requirements of Attachment 3.
- (2) Submit report to COR in accordance with the requirements of Attachment 3.

#### C. SPRINKLER SYSTEM:

Locations of sprinkler systems are:

- (1) Seafront Compound: Non-Expendable Warehouse, VA Clinic Bldg.
- (2) Chancery Compound: ANNEX 1, MSGQ Bldg., Utility Building,
- CAC Building, ANNEX 2. Refer also to Attachment 1.D

#### 1. Monthly Inspection

- (1) All inspection should comply with requirements of Attachment 4, FORM 4-A (Report of Inspection & Testing Monthly).
- (2) Report accomplished form similar to Attachment 4, FORM 4-A. (Report of Inspection & Testing Monthly).

# 2. Quarterly Inspection and Testing Requirements

- (1) Accomplish tasks specified on Attachment 4, FORM 4-B. This should be done on top of monthly inspection (Report of Inspection & Testing Quarterly).
- (2) Report accomplished form similar to Attachment 4, FORM 4-B

(Report of Inspection & Testing - Quarterly).

- 3. Annual Inspection and Testing Requirements
  - (1) Accomplish tasks specified on Attachment 4, FORM 4-C (Annual testing & Maintenance Tasks).
  - (2) Report accomplished form similar to Attachment 4, FORM 4-C (Annual testing & Maintenance Tasks).
- D. <u>CONTRACTOR'S SERVICE MAINTENANCE LOGBOOK:</u> For each service to be performed at the locations specified in Attachment 1, the Contractor shall be required to accomplish the following:
  - (1) Log in and out on the Service/Maintenance logbook located at FAC;
  - (2) Prepare a status report at the end of each inspection to be submitted to the COR on a weekly basis using applicable forms or similar, which could be revised anytime within the duration of this contract without additional costs to the US Government.
- E. <u>PREVENTIVE MAINTENANCE SCHEDULE</u>: Within five (5) working days from the effective date of the contract, the Contractor shall submit to the Contracting Officer an acceptable schedule and description of preventive maintenance for all items listed in Attachments 2, 3 and 4 for approval.

The Contractor shall obtain the Contracting Officer's approval prior to making any changes in the Contractor's Preventive Maintenance Plan. If directed by the Contracting Officer, the Contractor shall submit said changes in writing as a proposal for COR's review and approval.

#### F. CONTRACTOR MANAGEMENT AND SUPERVISION:

- (1) The Contractor shall assign qualified technicians to monitor the maintenance of sprinkler system, fire detection and alarm system and fire suppression system on locations specified in Attachment 1.
- (2) The Contractor shall be responsible for the management of the total maintenance services effort. This includes the planning, scheduling and programming of all services, described herein, performance of these services and compliance with all record and reporting requirements.
- (3) The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce during all times that services are being delivered under this contract. The supervisor shall be the focal point

for the Contractor and shall act as liaison with U.S. Government personnel; shall have sufficient English language skills to be able to communicate with members of the U.S. Government staff and shall have supervision as his or her sole function during the times that services are being delivered under this contract.

**A.8. Superintendence by Contractor**. The entire operation of the contracted services shall be superintended by the Contractor's bilingual (English/Tagalog) liaison, who shall maintain a close contact with the Contracting Officer and the COR in order to coordinate the performance of the contracted services with the needs of the Government. The liaison shall be on duty throughout the normal operating hours of the Embassy. The liaison shall also superintend the performance of the contracted services on days other than normal workdays.

A.9. Quality Assurance. The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

**A.10. Reports.** The Contractor shall render a weekly, monthly, semi-annual, and annual inspection and maintenance report, summing up observations resulting from the inspections, difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the Contractor's responsibilities), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The weekly, monthly, semi-annual, and annual reports shall be provided in a format similar to Forms in Attachments 2, 3 and 4, signed by an authorized representative of the Contractor, and shall be submitted to the COR, together with the corresponding applicable checklist(s).

**A.11.Inspection by Government.** The services being performed hereunder and the supplies furnished thereof will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

A.12. QUALITY ASSURANCE PLAN (QAP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services.  Performs all preventive maintenance services set forth in the performance work statement (PWS)	A.7.c) A thru A.7.c) F	All required services are performed and no more than one (1) customer complaint is received per month

- a) SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- b) STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

#### c) PROCEDURES.

- (1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
  - (2) The COR will complete appropriate documentation to record the complaint.
- (3) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

# **A.13. DELIVERABLES** The following items shall be delivered under this contract:

<b>DESCRIPTION:</b>	<b>QUANTITY:</b>	<b>DELIVERY DATE:</b>	<b>DELIVER TO:</b>
Insurance (Sec. A.17)	1	10 days after award	Contracting Officer
Execution Plan (Sec. A.5)	1	30 days after award	COR
Preventive Maintenance Schedule (Sec. A.7.E)	1	5 days after award	COR
List of Personnel	1	10 days after award	COR
Safety Plan	1	10 days after award	POSHO thru COR

# **A.14. NOTICE TO PROCEED**

- (a) Following receipt from the Contractor of any bonds or evidence of insurance within the time specified in Section 1 A.13 of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder.
- (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of any bonds or evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### A.15. EXCUSABLE DELAYS - RESERVED

<u>A.16. POST AWARD CONFERENCE</u>. A post award conference will be held 10 days after contract award at GSO Conference Room A, GSO Building, Seafront Compound to discuss the schedule, submittals, notice to proceed, and other important issues that effect the progress under this contract. A separate correspondence will follow regarding the schedule.

A.17. CERTIFICATE OF INSURANCE. The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval. If the Contractor intends to use any subcontractors under this contract, the contractor must ensure that the subcontractor carries the types and amounts of insurance as identified below.

The Contractor's attention is directed to Section 2, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off site stated in Philippine Peso

Per Occurrence

Php 25,000.00

Cumulative

Php100,000.00

2. Property Damage on or off site in Philippine Peso

Per Occurrence Cumulative Php 25,000.00 Php100,000.00

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are

ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

# **A.18. LAWS AND REGULATIONS**

# a) Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

# b) Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

# **A.19. RESPONSIBILITY OF CONTRACTOR**

# a) Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

# b) Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed.

## A.20. SAFETY

- a) Accident Provision
- (1) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall--
- a) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- b) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (2) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (3) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
  - (4) Written Program. Before commencing the work, the Contractor shall--
  - a) Submit a written proposal for implementing this clause; and
- b) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (5) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all

or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

# **A.21. CONTRACTOR PERSONNEL**

# 1. Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

# 2. Maintenance Personnel Security

- (a) The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, completed RSO biographic data forms 3 pcs. each 2"x2" colored ID picture, local police clearance, barangay clearance and original copy NBI clearance (not more than six months old) on all Contractor personnel who shall be used on this contract prior to their utilization. This information shall be submitted ten (10) calendar days after contract award, or for replacement or new personnel, thirty (30) calendar days prior to their proposed utilization under the contract.
- (b) The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### 3. Standards of Conduct

(a) General. The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the contractor to remove an employee from the worksite for failure to

comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

- (b) Uniforms and Personal Equipment. The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The contractor shall provide for each employee and supervisor, uniforms and personal equipment as detailed in Attachment 5. The contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- (c) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities which interfere with normal and efficient Government operations.
- (e) Intoxicants and Narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- (f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.
- (g) Key Control. The contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. Keys shall not be duplicated without the COR's approval. Where it is determined that the contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from performing work under the contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the contractor shall reimburse the Government for the cost of rekeying that portion of the system so compromised.

# LIST OF ATTACHMENTS

Attachment 1	-	Locations, Equipment description and quantity
Attachment 2	-	Outline for inspection, testing and servicing R102 kitchen
		hood suppression system
Attachment 3	-	Preventive Maintenance Manual (Pyrotronics System 3)
Attachment 4	-	Report of Inspecion & Testing of Wet Sprinkler System
Attachment 5	-	Contractor Furnished Equipment

# **SECTION 2 - CONTRACT CLAUSES**

- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERICAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).

Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).

(2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).

- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (<u>19 U.S.C.</u> 3805 note)).
- **(b)** The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- <u>x</u> (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
- (5) [Reserved].
- (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
  - (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (ii) Alternate I (Jan 2011) of 52.219-4.
  - (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).
(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of <u>52.219-7</u> . (iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
$\frac{(11)}{(21)}$ Attenuate if (Mai 2004) of $\frac{52.219-7}{(21)}$ . (16) $\frac{52.219-8}{(21)}$ , Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and
(3)).
(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (Oct 2001) of <u>52.219-9</u> . (iii) Alternate II (Oct 2001) of <u>52.219-9</u> .
(iv) Alternate III (Oct 2001) of <u>52.219-9</u> . (iv) Alternate III (Oct 2014) of <u>52.219-9</u> .
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14))
(20) <u>52.219-16</u> , Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.
637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Nov 2011) ( <u>15 U.S.C. 657 f</u> ).
(22) <u>52.219-28</u> , Post Award Small Business Program Rerepresentation (Jul 2013) ( <u>15 U.S.C.</u> 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small
Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns
Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
(25) <u>52.222-3</u> , Convict Labor (June 2003) (E.O. 11755). (26) <u>52.222-19</u> , Child Labor—Cooperation with Authorities and Remedies (Jan 2014)
$\frac{1}{(E.O. 13126)}$ , clind Eabor Cooperation with Authorities and Remedies (Jan 2014)
(27) <u>52.222-21</u> , Prohibition of Segregated Facilities (Feb 1999).
(28) <u>52.222-26</u> , Equal Opportunity (Mar 2007) (E.O. 11246).
(29) <u>52.222-35</u> , Equal Opportunity for Veterans (Jul 2014)( <u>38 U.S.C. 4212</u> ). (30) <u>52.222-36</u> , Equal Opportunity for Workers with Disabilities (Jul 2014) ( <u>29 U.S.C. 793</u> ).
(31) <u>52.222-37</u> , Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
(32) <u>52.222-40</u> , Notification of Employee Rights Under the National Labor Relations Act
(Dec 2010) (E.O. 13496).
(33) <u>52.222-54</u> , Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other
types of commercial items as prescribed in 22.1803.)
(34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated
Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of
commercially available off-the-shelf items.)  (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the
acquisition of commercially available off-the-shelf items.)
(35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.
13423 and 13514).
(ii) Alternate I (Jun 2014) of <u>52.223-13</u> . (36)(i) <u>52.223-14</u> , Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
(ii) Alternate I (Jun 2014) of $52.223-14$ .
(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C.
8259b).  (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products
$\underline{}$ (36)(1) $\underline{\underline{52.225-16}}$ , Acquisition of EFEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
(ii) Alternate I (Jun 2014) of <u>52.223-16</u> .

<u>x</u> (39) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_(40) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>).

(41)(i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (<u>41 U.S.C. chapter 83</u>, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I (May 2014) of <u>52.225-3</u>.

(iii) Alternate II (May 2014) of <u>52.225-3</u>. (iv) Alternate III (May 2014) of <u>52.225-3</u>.

(42) <u>52.225-5</u>, Trade Agreements (Nov 2013) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note).

<u>x</u> (43) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(44) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year

2008; 10 U.S.C. 2302 Note).

- \_\_\_(45) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>). (46) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
- <u>x</u> (47) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (48) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- x (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).

- (52) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (2) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 Ú.S.C. 206</u> and <u>41 U.S.C.</u> chapter 67).
- (3) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price

Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

- (5) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

(7) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

(8) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> U.S.C. <u>1792</u>).

(9) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly

pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) <u>52.222-37</u>, Employment Reports on Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>)

- (viii) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (ix) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (x) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g</u>)).

Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).

- (xi) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 <u>U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>. (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 Ú.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

# ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

- 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clause(s) is/are provided in full text:

# 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

# 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

# 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

# CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government

personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

# 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

# Financial Management (FMC) American Embassy Manila Chancery Compound 1201 Roxas Boulevard, Ermita Manila

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c)	Contractor Remittance Address. The Government will make payment to the
	's address stated on the cover page of this contract, unless a separate remittance
address is	shown below:

# 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days\* as holidays:

New Year's Day (U.S./PHL)	January 1
Special Non-Working Day (PHL)	January 2
M. L. King Jr. Day (U.S.)	3 <sup>rd</sup> Monday of January
U.S. President's Day (U.S.)	3 <sup>rd</sup> Monday of February
Maundy Thursday (PHL)	April 2
Good Friday (PHL)	April 3
Bataan & Corregidor/Heroism Day (PHL)	April 9
Philippine Labor Day (PHL)	May 1
U.S. Memorial Day (U.S.)	Last Monday of May
Philippine Independence Day (PHL)	June 12
U.S. Independence Day (U.S.)	July 3
(Closing Date for U.S. Independence Day, Saturday	y, July 4)
Ninoy Aquino Day (PHL)	August 21
National Heroes Day (PHL)	Last Monday of August
U.S. Labor Day (U.S.)	1 <sup>st</sup> Monday of September
Eid-ul-Fitr (PHL)	Movable Date
Columbus Day (U.S.)	2 <sup>nd</sup> Monday of October
All Saints' Day (PHL)	November 1
U.S. Veterans Day (U.S.)	November 11
U.S. Thanksgiving Day (U.S.)	4 <sup>th</sup> Thursday of November
Bonifacio Day (PHL)	November 30
Christmas Day (U.S./PHL)	December 25
Rizal Day (PHL)	December 30
Last Day of the Year (PHL)	December 31

<sup>\*</sup>Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed.

<sup>\*</sup>Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

# 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
  - (b) The COR for this contract is the Facility Manager

(End of clause)

# 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

# **SECTION 3 - SOLICITATION PROVISIONS**

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

- A. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. **Volume I 2 copies.** A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. **Volume II 4 copies**. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Resume of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Resume and evidence of experience of proposed technician to be assigned under the contract showing relevant experience of not less than 3 years in the field of preventive maintenance of fire alarm and detection systems, fire suppression and sprinkler system and related services.
- (3) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (4) List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Philippines then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - o Compliance with contract terms and conditions;
  - o Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; e.g. financial statement (for the past 3 years), balance sheet and cash flow.
- (6) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2) to include, but not limited to a) Mayor's Permit, b) SEC, c) DIT Registration, d) Business Permit, e) include also evidence of accreditation with professional associations
- (7) The offeror's strategic plan for the Preventive Mainenance services of Fire Alarm, Detection, and Suppression Systems to include but not limited to:
  - **a.** A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - **b.** Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - **c.** Plan of ensuring quality of services including but not limited to contract administration and oversight; and
    - (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),
      - **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

# ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a> or <a href="http://farsite.hill.af.mil/vffara.htm">http://farsite.hill.af.mil/vffara.htm</a>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on July 9, 2015 at 10:00 AM. Prospective offerors/quoters will assemble at the Roxas Blvd., Gate, Seafront Compound at 9:45 A.M. The (USG) will provide transportation to the various USG properties covered by the solicitation. The pre-proposal conference will follow immediately after the site vist and will be held at the GSO Conference Room. For preparation of access clearance, offerors are requested to submit via email <a href="mailto:GatmaitanBl@state.gov">GatmaitanBl@state.gov</a> or thu fax number, (632) 548-6762 the name (s) of the representative (please limit to two) no later than <a href="mailto:12:00 NN">12:00 NN</a>, July 8, 2015. Entry to the USG facilities will not be permitted without prior approval.

The following DOSAR provision(s) is/are provided in full text:

# 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Joni M. Scandola at 301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

> Acquisition Ombudsman U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

# **SECTION 4 - EVALUATION FACTORS**

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

# ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

# **SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <a href="http://www.acquisition.gov">http://www.acquisition.gov</a>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at <u>26 U.S.C. 7874</u>.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
  - "Sensitive technology"—
- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
  - "Service-disabled veteran-owned small business concern"—
    - (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via
the SAM website accessed through <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> . After reviewing the SAM
database information, the offeror verifies by submission of this offer that the representations and
certifications currently posted electronically at FAR 52.212-3, Offeror Representations and
Certifications—Commercial Items, have been entered or updated in the last 12 months, are
current, accurate, complete, and applicable to this solicitation (including the business size
standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer
and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) It o is,o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_.] Each WOSB concern

eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
- (i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

signed copy of the EDWOSB representation.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.
- (9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
  - (d) Representations required to implement provisions of Executive Order 11246—
    - (1) Previous contracts and compliance. The offeror represents that—
- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It o has, o has not filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that—
- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."
  - (2) Foreign End Products:

Line Item No.	<b>Country of Origin</b>	
		_
		-
		[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian,

or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: Line Item No. Country of Origin [List as necessary] (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." Other Foreign End Products: Line Item No. Country of Origin 0[List as necessary] (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Canadian End Products: Line Item No.

[List as necessary]  (3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":  Canadian or Israeli End Products:
Line Item No. Country of Origin
[List as necessary]
(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If
Alternate III to the clause at $52.225-3$ is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement
country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or
Peruvian end products) or Israeli end products as defined in the clause of this solicitation
entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan,
Omani, Panamanian, or Peruvian End Products) or Israeli End Products:
Line Item No. Country of Origin

[List as necessary]

- (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin	
		-
		[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
  - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
  - (1) *Listed end products*.

# Listed Countries of Countries of Countries of Countries of Countries of Countries of

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) o Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- [ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR <u>22.1003-4(c)(1)</u>. The offeror o does o does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR <u>22.1003-4(c)(2)(ii)</u>) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- [ ] (2) Certain services as described in FAR <u>22.1003-4(d)(1)</u>. The offeror o does o does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
  - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) Taxpayer Identification Number (TIN).

o TIN:
o TIN has been applied for.
o TIN is not required because:
o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
have income effectively connected with the conduct of a trade or business in the United States
and does not have an office or place of business or a fiscal paying agent in the United States;
o Offeror is an agency or instrumentality of a foreign government;
o Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
o Sole proprietorship;
o Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
o International organization per 26 CFR 1.6049-4;
o Other
(5) Common parent.
o Offeror is not owned or controlled by a common parent;
o Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies
that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined
does not meet the definition of an inverted domestic corporation as defined by the Internal
Revenue Code <u>25 U.S.C. 7874</u> .
(2) Representation. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions
relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of
State at <u>CISADA106@state.gov</u> .
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as
provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any
sensitive technology to the government of Iran or any entities or individuals owned or controlled
by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not
engage in any activities for which sanctions may be imposed under section 5 of the Iran
Sanctions Act; and

- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <a href="http://www.treasury.gov/ofac/downloads/t11sdn.pdf">http://www.treasury.gov/ofac/downloads/t11sdn.pdf</a>).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., <u>52.212-3</u>(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
- (1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of provision)

## Attachment 1

## LOCATIONS, EQUIPMENT DESCRIPTION AND QUANTITY

Location/Equipment Description

Quantity

A. SEAFRONT COMPOUND ROXAS BOULEVARD PASAY CITY

## **HARRISON GUARDHOUSE (Building 2048)**

Control Panel 1

## **GPS Building (Building 2028)**

Control Panel 1

Pull Station 26 ea

Ionization Smoke Detectors 24 ea

Thermal Detectors 6 ea

Air Duct Detectors na

Alarm Bell 26 ea

## **GSO FURNITURE WAREHOUSE (Bldg 2053)**

Control Panel na

Pull Station 3 ea

Ionization Smoke Detectors 6 ea

Thermal Detectors na

Sprinkler Head 185 ea

Alarm Bell 4 ea

## VEHICLE MAINTENANCE SHOP (Bldg.

2055)

Control Panel na

Pull Station 18 ea

Photo-electric smoke detectors 39 ea

Thermal Detectors 13 ea

Air Duct Detectors 3 ea

Alarm Bell 6 ea

#### **ARC CLUBHOUSE (Bldg 2022)**

Control Panel na

Pull Station 6 ea

Ionization Smoke Detectors 24 ea

Thermal Detectors na

Air Duct Detectors na

Alarm Bell 6 ea

## PSU/JUSMAG/ICITAP/ATA (Bldg 2012)

Control Panel na

Pull Station 12 ea

Ionization Smoke Detectors 60 ea

Thermal Detectors 10 ea

Air Duct Detectors na

Alarm Bell 4 ea

Strobe Light 17 ea

Speaker 8 ea

#### **AMERIKIDS/ CLINIC**

(Bldg 2046)

Control Panel na

Pull Station 5 ea

Ionization Smoke Detectors 23 ea

Thermal Detectors 10 ea

Air Duct Detectors na

Alarm Bell 5 ea

## **IM/ TEL(Bldg 2030)**

Control Panel na

Pull Station 5 ea

Ionization Smoke Detectors 25 ea

Thermal Detectors 1 ea

Air Duct Detectors na

Alarm Bell 5 ea

## **DISPOSAL WAREHOUSE (Bldg 2014)**

Control Panel na

Pull Station 1 ea

Ionization Smoke Detectors 1 ea

Thermal Detectors 12 ea

Air Duct Detectors na

Alarm Bell 1 ea

## SPECIAL PROJECT WAREHOUSE 36 (Bldg

2019)

Control Panel na

Pull Station 3 ea

Ionization Smoke Detectors na

Thermal Detectors na

Air Duct Detectors 3 ea

Alarm Bell 3 ea

## **EXPENDABLE WAREHOUSE 38 (Bldg 2013)**

Control Panel na

Pull Station 4 ea

Ionization Smoke Detectors 24 ea

Thermal Detectors 10 ea

Air Duct Detectors na

Alarm Bell 4 ea

#### STAFF APT STORAGE/ SAF/ CHARFORCE

**QRTR** 

(Bldg 2020)

Control Panel r

Pull Station 3 ea

Ionization Smoke Detectors 8 ea

Thermal Detectors 2 ea

Air Duct Detectors na

Alarm Bell 3 ea

## **FAC BUILDING (Bldg 2039)**

Control Panel 1

Pull Station 2 ea

Photo-electric Smoke Detector 19 ea

Thermal Detectors na

Air Duct Detectors na

Alarm Bell 2 ea

Strobe Light 2 ea

## **FAC SHOP #1 (Bldg 2039-A)**

Control Panel na

Pull Station 1 ea

Photo-electric Smoke Detector 15 ea

Thermal Detectors 10 ea

Air Duct Detectors na

Alarm Bell 3 ea

## **FAC SHOP # 2(Bldg 2039-B)**

Control Panel na

Pull Station 3 ea

Photo-electric Smoke Detector 15 ea

Thermal Detectors 10 ea

Air Duct Detectors na

Alarm Bell 3 ea

## FAC UTILITY ROOM/ HEAVY EQPT GARAGE (Bldg 2051)

Control Panel na

Pull Station 1 ea

Ionization Smoke Detectors 2 ea

Thermal Detectors 0

Air Duct Detectors na

Alarm Bell 1 ea

## GSO BUILDING AND MESS WAREHOUSE

(Bldg 2025)

Control Panel na

Pull Station 18 ea

Photo-electric Smoke Detector 66 ea

Thermal Detectors 13 ea

Air Duct Detectors na

Alarm Bell 18 ea

### VA CLINIC BLDG. (Bldg 2234)

Control Panel 1

Pull Station 26

Photo Electric-Ionization Smoke Detectors 298

Thermal Detectors 3

Air Duct Detectors 7

Strobe horn 53

Strobe light 298

## EQUIPMENT SUMMARY (SEAFRONT COMPOUND)

Control Panel 4

Pull Station 137

Photo-electric /Ionization Smoke Detectors 612

Thermal Detectors 100

Air Duct Detectors 13

Alarm Bell 94

Strobe Horn 53

Strobe Light 187

Sprinkler Head 185

Speaker 8

## B. CHANCERY COMPOUND ROXAS BOULEVARD ERMITA MANILA

Location/Equipment Description	Quantity
CHANCERY BUILDING (Bldg 1001)	
Control Panel	1
Pull Station	17 ea
Photo-electric / Ionization Smoke Detectors	102 ea/ 67 ea
Thermal Detectors	12 ea
Air Duct Detectors	7 ea
Alarm Bell	17 ea
ANNEX 1 (Bldg 1012)	
Control Panel	1
Pull Station	42 ea
Smoke Detectors	340 ea
Heat Detectors	27 ea
Air Duct Detectors	10 ea
Strobe Horn	82 ea
Strobe	112 ea
Beam Detectors	1 ea
MSGQ (Bldg 1014)	
Control Panel	1 ea
Pull Station	10 ea
Smoke Detectors	112 ea

## **UTILITY BUILDING (Bldg 1047)**

Control Panel 1

Pull Station 2

Smoke Detectors 2

Strobe 1

## **UTILITY BUILDING/ ESC GARAGE (Bldg 1047)**

Control Panel na

Pull Station 5 ea

Ionization Smoke Detectors 5 ea

Thermal Detectors 12 ea

Air Duct Detectors na

Alarm Bell 3 ea

## CAC BUILDING (Bldg 1015) 1

Smoke Detector 7 units

Manual Pull Station 1 unit

Speaker / Strobe Light 2 units

## ANNEX 2 (Bldg 1013) 1

Smoke Detector 257 units

Heat Detector 10 units

Manual Pull Station 36 units

Speaker/Strobe Light 76 units

## CAR PARK BUILDING(Bldg 1017)

Smoke Detector 2 units Manual Pull Station 5 units Speaker/ Strobe Light 36 units

# EQUIPMENT SUMMARY (CHANCERY COMPOUND)

Control Panel 7

Pull Station 118

Ionization Smoke Detectors 892

Thermal Detectors 24

Air Duct Detectors 17

Alarm Bell 20

Strobe Horn 84

Strobe Light 227

Speaker 112

Beam Detector 1

Heat Detector 37

## C. 18 JACARANDA FORBES PARK MAKATI CITY

<b>Location/Equipment Description</b>	Quantity	
Pyrotronics Main Control Panel	1 ea	
Ionization Smoke Detectors	65 ea	
Thermal Smoke Detectors	4 ea	
Manual Pull Station	2 ea	
Alarm Bell	1 ea	
Mini-alarm Horn	1 ea	

# D. LOCATION of FIRE SUPPRESSION SYSTEMS Brand/MODEL: ANSUL, R-102

Location/Equipment Description	<b>Quantity</b> 1 ea
Chancery Building- Ballroom Kitchen	
NOX 1	1 ea
NOX 2	1 ea
NOX 3	1 ea
Utility Building	1 ea
Seafront Clubhouse Kitchen	1 ea
Ambassador's Residence	1 ea

## D. LOCATION of SPRINKLER SYSTEM

- 1. Expendable Warehouse
- 2. NOX 1
- 3. NOX 3
- 4. MSGQ Building
- 5. Utility Building
- 6. CAC Building (Chancery Compound)
- 7. NOX2 Building (Chancery Compound)

### Attachment 2

## SCOPE OF WORK FOR INSPECTION, TESTING AND SERVICING R102 KITCHEN HOOD SUPPRESSION SYSTEM

- 1. Areas of Visual Inspection of R-102 System for deficiencies and defects:
- Mechanical Regulated Release
- Detection (Fusible Link)
- Regulated Release Mechanism
- Nozzles
- Blow-Off Caps
- Regulated Release Hose
- Cylinder Tank
- Cartridge
- Manual pull
- Gas Shut-off Valve
- Piping Conduit
  - 2. Inspection on R-102 Systems
- Mechanical Release Panel shall be inspected for signs of mechanical damage.
- Fuse link shall be checked for proper alignment and sign of mechanical damage
- Replacement of all links
- Regulated Release Mechanism should be inspected for sings of mechanical damage.
- Nozzle shall be inspected for signs of mechanical damage.
- Replacement of Blow-off Caps
- Examine all hose and replacement if necessary
- Determine if the tank is filled with fire suppressant agent up to the recommended level and examine collar for nicks, burrs or cross treading
- Check and weigh cartridge and compare to the stamped weight, if less than the stamped weight, it must be replaced.
- Manual Station shall be inspected for signs of mechanical damage and obstructions.
- Pipe and Fittings shall be inspected for signs of corrosions and rigidity of installations.

- 3. System Testing
- Simulate all functions of the systems through simulation of fire conditions with all the field devices connected to control panel. However, the R-102 cartridge shall be disconnected throughout the simulation process.
- Simulate Manual Station trough manual pull.
- Manually push each air cylinder rod to pull down position, check gas line supply valve must be close to check gas shut-off valve.
  - 4. Return systems to normal operating condition after all tests are done.
  - 5. Record all findings before and after each servicing and make recommendations if necessary.

## Attachment 3

## Preventive Maintenance Manual Pyrotronics System 3

OBO/OM/FIR
PREVENTIVE MAINTENANCE
MANUAL
PYROTRONICS SYSTEM 3

## **INTRODUCTION:**

The purpose of this manual is to assist in the inspection, testing, and preventive maintenance of Cerberus/Pyrotronics System 3 fire alarm systems commonly found in OBO buildings overseas. Although the information is tailored towards Cerberus/Pyrotronics System 3 panels, it is applicable to most conventional systems. Although the more advanced micro-processor based systems have self-diagnostic abilities, it is still advisable to inspect the system devices by the schedule provided to ensure the correct operation of the system. The manual is divided into four sections for your convenience:

- 1 Inspection and Testing Frequency
- 2 Visual Inspection Procedures
- 3 Equipment Testing Procedures
- 4 Inspection and Test Forms

The first section is a chart of the inspection and testing schedule. The year is divided weekly, quarterly, semi-annually, and annually for each device. The inspections are visual and the tests involve activation of the equipment. The type of inspection is marked by a V or T in the appropriate box for guidance. In the

"Reference" section of the chart, a corresponding procedural section and form are indicated for quick reference. If two separate inspections are required during the year, a letter (V or T) will precede the section referral.

The second and third sections are the procedures for performing the inspection or tests. Additional information can be found in the manufacturers' manuals or contact FAC for further guidance.

The fourth section consists of forms to be used during both the inspection and testing procedures. Please complete and date the forms, and store the records in an accessible location along with any notes pertaining to deficiencies or idiosyncrasies found in the systems. Note the location of the inspection records in the panel for inspection by the visiting Fire Marshals or technicians.

If any questions arise concerning any part of the information, please contact FAC. With the initiation of these maintenance procedures, your system will provide years of dependable, trouble-free fire protection.

## **INSPECTION & TESTING REQUIREMENTS:**

Attachment 3, Section 1
Inspection and Testing Frequency Matrix

#### Attachment 3, Section 2

Visual Inspection Procedures

- Index
- Control Panel
- Control Panel Trouble Condition
- Batteries
- Remote Annunciator
- Air Sample Detector
- Duct Detector
- Manual Pull Station
- Heat Detector
- Smoke Detector
- Supervisory Devices
- Waterflow Device
- Systems Interface
- Bells, Horns, Buzzers (notification appliances)

## Attachment 3, Section 3

**Equipment Testing Methods** 

- Index
- Control Panel
- Control Panel Trouble condition
- Batteries
- Remote Annunciator
- Air Sample Detector
- Duct Detector
- Manual Pull Station

- Heat Detector
- Smoke Detector
- Supervisory Devices
- Waterflow Device
- Systems Interface
- Bells, Horns, Buzzers (notification appliances)

## Attachment 4

Inspection and Testing Forms

## Attachment 3 – Section 1

## INSPECTION FREQUENCY MATRIX

COMPONENT V = Visual Inspection T = Equipment Test (refer to the forms provided)

1. Control Equipment: Fire Alarm Monitored for Alarm, Supervisory, Trouble Signals

\* Detector sensitivity shall be checked within one year after installation and every alternate year thereafter. After the second required calibration test, where sensitivity tests indicate that the detector has remained within its listed and marked sensitivity range, the length of time between calibrations shall be extended to a maximum of 5 years. Where the frequency is extended, records of detector-caused nuisance alarms and subsequent trends of these alarms shall be maintained. In zones or areas where nuisance alarms show any increase over the previous year, calibration tests shall be performed. (NFPA 72 - 7 - 3.2.1)

## Attachment 3 – Section 2

## VISUAL INSPECTION PROCEDURES INDEX

## 1.0 CONTROL EQUIPMENT

- 1.1 Functions
- 1.2 Fuses
- 1.3 Interface Equipment
- 1.4 Lamp Tests
- 1.5 Primary Power
- 1.6 BATTERIES
  - a. Batteries
  - b. Battery Replacement
  - c. Charger & Meter Module
- 1.7 Disconnect Switches
- 1.8 Ground Faults

#### 2.0 REMOTE ANNUNCIATORS

2.1 Annunciator Test

## 3.0 INITIATING DEVICES

- 3.1 Air Sample Detector
- 3.2 Duct Detector
- 3.3 Manual Pull Station
- 3.4 Heat Detector
- 3.5 Smoke Detectors
- 3.6 Waterflow Devices
- 3.7 Supervisory Devices

#### 4.0 SYSTEMS INTERFACE

- 4.1 PCC Interface
- 4.2 Elevator Recall
- 4.3 HVAC Shutdown
- 4.4 Slave Fire System

#### 5.0 NOTIFICATION APPLIANCES

- 5.1 Audible Test
- 5.2 Visible Test

(Cont...) Attachment 3 - Section 2 VISUAL INSPECTION PROCEDURES

## 1.0 CONTROL EQUIPMENT

- 1.1 Functions: Ensure the power light is illuminated. A visual inspection of the functions includes ensuring the trouble indicators (trouble lights and buzzers) are not activated on the control unit or panel modules. Inspect for mechanical damage to the equipment.
- 1.2 Fuses: A trouble indication on devices which are fused (i.e. AE-30U, BC-35, CP- 35, & PS-35) may indicate a possible problem with the fuses. Check for mechanical damage.
- 1.3 Interfaced Equipment: Inspect for trouble indications on modules monitoring the interfaced equipment and check for mechanical damage.
- 1.4 Lamps Test: "Lamp test" all lamps and LED's to insure illumination.
- 1.5 Primary Power: Inspect primary power source and any surge suppression and/or voltage regulating equipment for mechanical damage.
- 1.6 Batteries: General tests
- a. Batteries: Inspect batteries for corrosion or leakage. Check and ensure tightness of connections. Where necessary, clean and coat the battery terminals or connections.
- b. Battery Replacement: Batteries shall be replaced in accordance with the recommendations of the alarm equipment manufacturer, or when the recharged battery voltage or current falls below the manufacturers recommendations.
- c. Charger & Meter Module: Inspect charger for mechanical damage. Check meter module for correct voltage output and amperage draw.

#### 1.7 Disconnect

Switches: Where the control unit (panel) has disconnect or isolating switches, verify that each switch is in normal condition and check for mechanical damage.

1.8 Ground fault: Where the system has a "ground fault" detection feature, verify that a ground fault indication is in normal condition.

## 2.0 REMOTE ANNUNCIATORS

#### 2.1 Annunciator

Test: Verify annunciator is in normal condition. Check for mechanical damage.

#### 3.0 INITIATING DEVICES

#### 3.1 Air sample

Detector: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

- 3.2 Duct detector: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.
- 3.3 Manual Pull Stations: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.
- 3.4 Heat Detectors: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.
- 3.5 Smoke Detectors: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.
- 3.6 Waterflow Devices: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

#### 3.7 Supervisory Devices:

Control valve switch: Inspect valves for proper positioning.

Verify the zones monitoring the devices are in normal condition.

Check devices for mechanical damage.

**High/low air pressure switch**: Inspect any gauges attached to the equipment. Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

Water level switch: Visually check water level. Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

Water temperature switch: Inspect any gauges attached to the equipment. Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

4.3 HVAC Shutdown: Verify that devices monitoring the interface are in normal position and normal condition. No trouble indications should be evident on either panel.

4.4 Slave Fire System: Perform fire system visual inspection on the slave fire system control panel and devices, if possible. Verify that both the main building panel and the slave system panel connecting devices are in normal condition and no trouble signals are evident. Verify that sub-panels in the slave system are in normal condition and no trouble signals are evident.

#### 5.0 NOTIFICATION APPLIANCES

- 5.1 Audible Test: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.
- 5.2 Visible Test: Verify the zones monitoring the devices are in normal condition. Check devices for mechanical damage.

## Attachment 3 – Section 3

## EQUIPMENT TESTING PROCEDURES INDEX

#### 1.0 CONTROL PANEL FUNCTIONS

- 1.1 Alarm Functions
- 1.2 Trouble Functions
- 1.3 Supervisory Function
- 1.4 Fuses
- 1.5 Lamp Tests
- 1.6 Primary Power
- 1.7 Battery Tests
- a. Visual Inspections
- b. Battery Replacement
- c. Charger, Discharge, & Load Voltage Tests
- 1.8 Disconnect Switches
- 1.9 Ground Faults

#### 2.0 REMOTE ANNUNCIATORS

2.1 Annunciator Test

#### 3.0 INITIATING DEVICES

- 3.1 Air Sample Detector
- 3.2 Duct Detector
- 3.3 Manual Pull Station
- 3.4 Heat Detector
- 3.5 Smoke Detectors
- 3.6 Waterflow Devices
- 3.7 Supervisory Devices

## 4.0 SYSTEMS INTERFACE

- 4.1 PCC Interface
- 4.2 Elevator Recall
- 4.3 HVAC Shutdown
- 4.4 Slave Fire System

## 5.0 NOTIFICATION APPLIANCES

- 5.1 Audible Test
- 5.2 Visible Test

# (Cont...) Attachment 3 - Section 3 EQUIPMENT TESTING PROCEDURES

\* Indicates "if applicable"

## 1.0 CONTROL PANEL FUNCTIONS

- **1.1** Performance of an **alarm** function test, an alarm condition shall be initiated. Directions are as follows:
- a. Pull nearest manual pull station
- b. The notification appliances (bells) shall sound
- c. Elevator shall be recalled to primary floor\*
- d. HVAC systems shall shut down\*
- e. Fire doors shall release\*
- f. The PCC system shall sound its notification appliances. Upon completion of the test, silence the fire alarm control panel (FACP) by depressing the "alarm silence" switch, and reset the pull station. With your manual pull station key (hexed head wrench), open the manual station cover. The operating handle should snap back to normal position, if not, assist it. Once the handle has been restored, secure the door. INSURE the door is tightly secured. Once the pull station has been restored, press the "alarm reset" button to reset the FACP. The system should be restored to normal operation.
- **1.2** Performance of a preliminary control panel **trouble** function test, a trouble condition shall be initiated. More detailed testing directions are in section 2.0. Preliminary trouble function test is as follows:
- a. Remove nearest smoke detector from its base, (address the systems smoke detector, with the palm of your hand, and push up on the detector and twist counter clockwise). Note: some systems have detectors which lock into the base. Usually these detectors have a locking screw on the detector head. If the device is difficult to remove, check for a locking screw. If a locking screw cannot be located, check the device cut sheet for removal instructions.
- b. The detector should fall out on to your hand, concurrently a yellow light shall illuminate on the FACP and a trouble audible will sound on the FACP.
- c. Press the "trouble" switch to the silence position
- d. Reinstall the smoke detector. Look closely at the smoke detector base. Next to terminal 1a, you will see a symbol for an LED light (it looks like a star). Match that symbol with the LED light on the smoke detector, press up and twist until it locks into place.
- e. The trouble light should extinguish and the trouble silence audible should re-sound.
- f. Press the trouble silence button back to its normal position, and the audible should silence
- **1.3** Performance of a **supervision** function test, a supervision signal shall be initiated. Directions are as follows:\*
- a. Remove a smoke detector from each circuit. Follow procedures as outlined in "trouble" test. A trouble light with system trouble audible shall signal at the FACP.

- b. Remove the End of Line (EOL) device on each bell circuit. The EOL is located on the last bell of each circuit. A trouble light with system trouble audible shall signal at the FACP.
- c. Restore the system to normal condition after completion of each circuit test.
- 1.4 Performance of a fuse function test, all fuses shall be inspected. Directions are as follows:
- a. Inspect all fuses on power supply. Remove the power supply cover. BE CAREFUL, 120VAC PRESENT UNDER COVER.
- b. Inspect the fuses. Verify all ratings correspond with the device specification sheets. Inspect the fuse and insure they are not faulty. Fuse ratings & locations: AE-30U 2A fuse, 250V, AGC, under cap, in front; BC-35 15A, 250V, ABC, under blue cover, infront; CP-35 2A, 250V, AGC, under bottom plate, blue cover; PS-
- 35 2A, 250V, 362 & 15A, 250V, 314, under cover plate.
- c. Verify a "trouble" condition occurs on the FACP when the fuse is removed.
- **1.5** Performance of a **Lamp test** function test, a test shall be initiated testing all systems indicator lamps. Directions are as follows:
- a. Open the fire system cabinet door.
- b. Identify the 'Lamp test/Reset' switch (should be located on the upper left corner of the fire system).
- c. Depress switch. All systems lights should illuminate. If any lights do not illuminate, troubleshoot problem.
- **1.6** Performance of a primary **Power Supply** function test, a test shall be initiated testing emergency power of the fire alarm system. Directions are as follows:
- a. Locate the fire alarm systems power source. Identify the circuit breaker supplying power to the system.
- b. Turn circuit breaker off.
- c. A loss of power indication should be illuminated on the system and a system audible should sound (unless your system is configured with an UPS system).
- d. Initiate an alarm condition by activating the nearest manual pull station.
- e. Insure all notification appliances sound throughout the premises.
- f. Press the "alarm silence" switch.
- g. Restore the activated manual pull station to normal position.
- h. Reset the fire alarm system by depressing the "lamp test/reset" switch.
- i. Restore AC power to the fire alarm system.
- j. The system should restore to normal operation.
- 1.7 Performance of the backup battery power is divided into three sections. They are as follows:
- a. Performance of a visual inspection of the system batteries.

Directions are as follows:

1. Open the fire alarm systems cabinet door. Identify the location of the emergency batteries.

- 2. Perform detailed inspection of the battery pack. Inspect for signs of leakage, corrosion, insure all connections are in place, and insure all connections are securely fastened.
- b. Perform battery replacement when required. Directions are as follows:
  - 1. If batteries require replacement, remove the old batteries per manufacturer's instructions.
  - 2. Remove battery and its connections and reinstall a new set. Insure all connections are correct and secure.
  - 3. Once the new batteries are installed, perform operations test as outlined in section 1.5.
- c. Perform battery charger, discharge test, and load voltage test. Directions are as follows:
  - 1. When the system is configured with a battery charger, inspect the meter module to insure it is operating properly. The voltage meter should read approximately 25-27 vdc. The ammeter should be indicating minimal charge.
  - 2. Disconnect primary power from the batteries. Create a drain on the batteries by sounding the notification appliance for 3-5 minutes.
  - 3. Silence the notification appliances and reset the fire alarm control panel.
  - 4. Restore primary power to the system.
  - 5. Inspect the ammeter. It should show a slight pulsing increase in charging amperage, a trickle of .1-.3 amps. NOTE: If large amperage draw is evident after test, disconnect and meter batteries individually. The batteries should meter a minimum of 6 vdc (for a four battery set up) or 12 vdc (for a two battery set up).
- 1.8 Perform Disconnect switch test of the Fire Alarm Control Panel (FACP).

Directions are as follows:

- a. If your system is configured with disconnect switches for specific functions, perform test verifying proper operation.
- b. Switch the disconnect switch to an 'off normal' position. A supervision alarm should occur to the fire alarm system.
- c. Initiate an alarm condition. The function that the switch controls should not occur.
- d. Reset the fire alarm system and restore the disconnect switch to normal position.
- e. Perform this test for each individual disconnect switch.
- **1.9** Perform **Ground fault** test of the Fire Alarm Control Panel (FACP). Directions are as follows:
- a. Initiate a ground fault condition.
- b. Utilizing a conductor wire, place it on the positive "+" side of the initiation circuit control module (zone module, on a ZU-35 module it would be terminal #2 or #8).
- c. Place the other end of the conductor to the system Chassis assembly.
- d. A ground fault indication should appear on the FACP and a system audible should sound.
- e. Once this is verified, remove the test conductor wire from the system.

## 2.0 REMOTE ANNUNCIATORS

2.1 Perform Remote Annunciator test of the Fire Alarm Control Panel (FACP).

Directions are as follows:

- a. When the system is located in a remote area, it will have a remote annunciator of some type. Perform the necessary tests to the system to insure the annunciator and its controls and indications are functioning correctly.
- b. If your remote annunciator is configured with indicator lights, initiate an alarm and trouble test of each initiating circuit zone by procedures outlined in section 1.
- c. Verify each initiation circuit to insure the indication on the FACP correlates with the same zone on the annunciator.
- d. Utilizing your function switches/keys on your annunciator, insure the systems trouble and alarm conditions can be silenced when the signals are initiated.
- e. If your system IS NOT configured with annunciator lights but is configured with control switches or keys, initiate tests as indicated in line item 4.

#### 3.0 INITIATING DEVICES

- **3.1** Perform **AIR SAMPLE DETECTOR** test of the Air sample Fire Alarm Control Panel (FACP). Directions are as follows:
- a. Perform tests per manufacturers requirements.
- b. Caution must be taken to insure contamination of the filters and water does not occur.
- **3.2** Perform **Duct detector** test on all duct detectors on the fire alarm system.

Directions are as follows:

- a. All devices shall be tested in accordance with manufacturer recommendations.
- b. Using a detector tester, perform a sensitivity test on the detector. Insure it is in the sensitivity parameters outlined by the manufacturer. If it is a Cerberus/Pyrotronics device, the voltage range is printed on the label on the back of the detector.
- 3.3 Perform Manual pull station test on all manual pull stations on the fire alarm system.

Directions are as follows:

- a. Test ALL manual pull stations.
- b. Pull operating lever down.
- c. The appliances (bells) should sound.
- d. Silence the appliances by pressing "alarm silence" switch on the fire alarm system.
- e. Reset the manual pull station by using a hexed head wrench, opening the manual pull station cover.
- f. Press the operating lever upwards (it may go upwards on its own).
- g. IMPORTANT!! Insure you tightly secure pull station to its normal operating position.
- h. Reset fire alarm system by pressing the "alarm reset" function switch.
- i. Repeat all steps for each manual pull station.
- 3.4 Perform Heat detector test on all heat detectors on the fire alarm system.

Directions are as follows:

- a. Identify the location of all heat detectors. A long (5-6") tube coming out of the detector can identify them. Insure you only test this type of heat detector. The other type is non-restorable and would have to be replaced if tested.
- b. Using a hair dryer, apply heat to the end of the detector tube.
- c. The heat detector should activate. A red LED light will illuminate on the device and the appliances throughout the premises will sound.
- d. Press the 'alarm silence' switch on the FACP. The appliances should silence.
- e. Press the 'alarm reset' to reset FACP.
- f. Conduct this test for all **Restorable** heat detectors (type with a long tube).
- **3.5 Smoke detector** testing consists of two types of procedures, **functional** and **sensitivity**. A **functional** test will indicate if smoke is able to penetrate the sensing chamber. A **sensitivity** test will ensure the sensing chamber is properly calibrated.

Both types of testing will require two people with some form of remote communication. **Functional** detector testing shall be performed annually. Re-calibration of detectors for **sensitivity** shall be performed as the following circumstances arise: Sensitivities shall be checked within 1 year after installation and every alternate year thereafter. After the second required calibration test, where sensitivity tests indicate that the detector has remained in its listed and marked sensitivity range, the length of time between

calibration tests shall be extended to a maximum of 5 years. Where the frequency is extended, records of detector-caused nuisance alarms and subsequent trends of these alarms shall be maintained. In zones or in areas where nuisance alarms show an increase over the previous year, calibration tests shall be performed as per NFPA 72-7.2.1.

Note: if your system is configured with a reconfirmation module in the panel, it may take 15-20 seconds before an alarm is registered at the FACP. (Note: you will want to bypass the RC-30U by taking the jumper in P2 on RC-30U and installing it into the buss connected to the jumper on P1. Remember to replace the jumpers to their proper locations when testing is completed).

To perform an annual functional Smoke detector test:

- a. Visually inspect detector for excessive dirt or insect accumulation.
- b. Using canned smoke, test all smoke detectors in the protected premises. *Ensure manufacturer's instructions are followed.* Alternative smoking methods (i.e. bee smokers) are allowed. c. Once the system is alarmed, the red LED light should illuminate on the smoke detector, a zone module in the FACP identifying the particular zone you are testing should annunciate an alarm condition by a red LED, and the building bells should sound.
- d. Reset at the panel and remove detector head from base to verify a trouble indication in the panel.

To perform a smoke detector sensitivity test:

- e. Using a TM-I3 sensitivity tester (for conventional Pyrotronics detectors), insert the tester leads into the allotted holes on the detector face (while in the base).
- f. With a multimeter, measure the voltage on the tester by placing the test leads in the black and red slots on the test assembly. The voltage should read between 2-5 vdc. Record voltages, being sure to include zone and detector number.

- g. Once the voltage is measured, create an alarm condition on the device. Press the "alarm" button on the tester.
- h. Once the system is alarmed, the red LED light should illuminate on the smoke detector, a zone module in the FACP identifying the particular zone you are testing should annunciate an alarm condition by a red LED, and the building bells should sound. i. Reset the panel and remove detector head from base to verify a trouble indication in the panel.
- j. Perform this test on all smoke detectors.
- **3.6** Perform **Water flow** test (if applicable) on all Water flow devices on the fire alarm system. Directions are as follows:
- a. Identify the location of all water flow switches. They are normally located in stairwells, or when located above ceiling tiles, have a placard identifying their location.
- b. If the sprinkler system has an "Express drain" for the sprinkler system, open the shut-off valve. Water should flow through the express drain.
- c. 1. Within 40 seconds, an **alarm condition** should occur to the fire alarm system, the **sprinkler pump** should turn on, and a **yellow supervision light** should illuminate on the FACP indicating "pump run".
- 2. If the system does not have an Express Drain, **DO NOT** open the shut-off valve unless you have a means to capture the water from the express drain. Test the water flow switch by removing the cover and pulling back the 'paddle stem' which is a long (3") stem that is perpendicular and enters the sprinkler pipe. It will be delayed 15- 20 seconds before activation. Once activated, all activations as noted in item 3 will occur.
- d. Perform tests on all water flow switches.
- **3.7** Perform **Supervisory** tests (if applicable) on all supervision devices on the fire alarm system. Directions are as follows:
- a. Identify location of all tamper switches. They are generally located at every location of a sprinkler control valve.
- b. Test each control valve by rotating the wheel two complete turns. (General rule for OS&Y control valves if the stem is fully exposed, the valve is open. If the valve stem is inward, the valve is closed).
- c. Upon activation of a tamper switch, a local fire system audible should sound and a yellow light should illuminate on the fire system (The bells will not sound).
- d. Once these signals are confirmed, restore the control valve. The yellow light should extinguish and the audible should silence.
- e. Perform this test on all supervised valves.
- f. Perform tests on other supervised devices including water level switch, water temperature switch, and High/low air pressure switch. Induce a simulated activation of each supervised device to insure its operability

### 4.0 SYSTEMS INTERFACES:

- 4.1 Perform PCC Interface test.
- a. Directions on the Building fire alarm system and its interface to the PCC fire alarm system are as follows:
- 1. Initiate a "general" alarm on the building system by pulling the nearest manual pull station.
- 2. The building notification appliances will sound and a signal will be sent to the PCC FACP.
- 3. Address the PCC FACP. A signal indicating "building fire" and "building fire reset" should be illuminated on a specific zone module. The PCC **SHALL NOT** transmit a subsequent signal back to the building FACP.
- 4. The PCC notification appliances (bells) shall sound. Insure you have confirmation from the occupants that the ABCD office space has notification appliances sounding. Note the occupants of the PCC WILL NOT have control of the bells, only the Main system controls the operation of the bells.
- 5. Press the 'Alarm Silence' switch on the main building FACP. The notification appliance shall silence throughout the premises.
- 6. Reset the activated manual pull station.
- 7. Press the 'Alarm Reset' switch. The red lights shall extinguish and the system restored to normal.
- 8. The PCC system shall indicate a "Building Reset' indication. Press the 'Reset/Lamp test' switch to reset the system.
- b. Directions on the PCC FACP to Building fire alarm system are as follows:
- 1. Initiate a manual pull station in the PCC.
- 2. The PCC system shall annunciate the activated zone, concurrently; transmit a signal to the main building fire alarm system. The main building system shall annunciate a PCC zone as the source of activation.
- 3. The notification appliances shall sound throughout the protected premises.
- 4.Each fire system shall have **independent** controls (the occupant of the PCC system shall be able to silence his system and the main building system shall be capable of being silenced).
- 5. Verify the notification appliance is operating in the occupants' ABCD office.
- 6. Press 'alarm silence' on the PCC to silence the bells in the PCC. Press 'alarm silence' switch on the main building fire system to silence the bells in the building.
- 7. Reset the systems. Insure the PCC panel is reset **FIRST.** Reset the system by pressing the "lamp test/reset" switch. Once the PCC system is restored reset the main building fire system following the same procedures as PCC reset.
- 8. All systems should be restored to normal operation.
- **4.2** Perform **Elevator Recall** test on the building fire alarm system. Directions are as follows: a. Initiate an alarm condition.

- b. The elevator (when configured) will recall to the primary floor of recall. (The primary floor is defined as the floor, which is used by the fire department as the main level of access for the building.)
- c. Reset the alarm activation. The elevator should restore to normal operation.
- d. Initiate an alarm condition in the elevator foyer of the primary floor. The elevator should recall to the secondary floor of recall. (The secondary floor is defined as the floor, which can be used as an alternate level for fire department access.)
- e. Reset the alarm activation. The elevator should restore to normal operation.
- 4.3 Perform HVAC Shutdown test on the building fire alarm system. Directions are as follows:
- a. Initiate an alarm condition.
- b. Upon alarm activation, the HVAC assemblies should shut down (if system is configured to do so).
- c. Inspect all HVAC assemblies to insure they were shut down.
- d. Reset the alarm condition on the FACP and inspect all HVAC assemblies to insure they have been re-instated.
- **4.4** Perform **Sub-system Fire system interface** test (where applicable) on the building fire alarm system. Directions are as follows:
- a. When Annex fire alarm systems are interfaced to the building fire alarm system, a test shall be conducted on the Annex system to insure proper signaling at the building FACP.
- b. Initiate an alarm condition on the Annex FACP. The appliances will sound throughout the Annex premises. Concurrently, a signal should be received on the Main FACP (Main Building system) and initiate a supervision alarm indicating the Annex is in alarm. The main building bells should not ring.
- c. The Annex system should be silenced and reset.
- d. Once the Annex is reset, resetting the FACP should clear the supervision alarm at the main building.

## 5.0 NOTIFICATION APPLIANCE

- 5.1 Perform Audible test on the building fire alarm system. Directions are as follows:
- a. Inspect the location of each notification appliance (Bell, horn, etc.). Insure all are physically located where design identifies.
- b. Initiate an alarm activation of the building fire alarm system by activating the nearest manual pull station.
- c. Physically verify that all appliances are sounding throughout the protected premises.
- d. Once all appliances are verified, press 'alarm silence' switch on the FACP.
- e. Restore the manual pull station, which initiated the alarm.
- f. Press the reset switch to reset the fire alarm system. The system should be restored to normal operating condition.
- **5.2** Perform **Visual notification appliance test** on the building fire alarm system. Directions are as follows:

- a. Inspect the location of each visual notification appliance. Insure all are physically located where design identifies.
- b. Initiate an alarm activation of the building fire alarm system by activating the nearest manual pull station.
- c. Physically verify that all visual appliances are flashing where installed.
- d. Once all visual appliances are verified, press 'alarm silence' switch on the FACP.
- e. Restore the manual pull station, which initiated the alarm.
- f. Press the reset switch to reset the fire alarm system. The system should be restored to normal operating condition.

## 6.0 POINT OF CONTACT

**6.1** Upon completion of these tests, identify the deficiencies in the system(s) and organize repairs as required. If telephonic assistance is required, you may contact FAC.

# Attachment 4

## **INSPECTION FORMS**

Weekly Inspection FORM 4-A Quarterly Inspection FORM 4-B Semiannual Tests and Maintenance FORM 4-C Annual Tests and Maintenance FORM 4-D

# FIRE DETECTION AND ALARM SYSTEMS\FIRE DETECTION AND ALARM SYSTEMS

Weekly Visual Inspection	FORM 4-A
DATE:	
POST:	BUILDING:
SYSTEM:	INSPECTOR:
YES = SATISFACTORY	
NO = UNSATISFACTORY (EXPLA	AIN ON REVERSE)
N/A = NOT APPLICABLE	• ,
Fire alarm panel appears operational.	
Lights and LEDs on fire alarm and ar	nunciator panels are operational.
Battery meter module indicates satisf	actory voltage.
•	-
Power supplies appear operational.	
If physical damage appears on any de	evice listed, perform physical test as indicated in
Section 2.1.1-7 and explain damage a	

# FIRE DETECTION AND ALARM SYSTEMS\FIRE DETECTION AND ALARM SYSTEMS

FORM 4-B

**Quarterly Visual Inspection** 

# DATE: POST: BUILDING: SYSTEM: INSPECTOR: YES = SATISFACTORY NO = UNSATISFACTORY (EXPLAIN ON REVERSE) N/A = NOT APPLICABLE The water flows were visually inspected for mechanical damage and correct settings and were found satisfactory. The valve tampers were visually inspected for mechanical damage and correct settings and were found satisfactory. If physical damage appears on any device listed, perform physical test as indicated in Section 3.4.6 & 7 and explain damage and repairs made. COMMENTS:

# FIRE DETECTION AND ALARM SYSTEMS

<b>Semiannual Tests and Maintenance</b> DATE:	FORM 4-C
POST:	BUILDING:
SYSTEM:	INSPECTOR:
YES = SATISFACTORY	
NO = UNSATISFACTORY (EXPLAIN ON REVI N/A = NOT APPLICABLE	ERSE)
The water flows were physically tested and are sati	sfactory.
The valve tampers were physically tested and are sa	atisfactory.
A visual inspection of the PCC panel and interface satisfactory	with building panel was made and found
A visual inspection of elevator recall interface was	made and found satisfactory
A visual inspection of the HVAC shutdown interfasatisfactory.	ce was made and was found
A visual inspection of the slave panel(s) was made	and was found satisfactory
COMMENTS	

# FIRE DETECTION AND ALARM SYSTEMS

Annual Tests and Maintenance		FORM 4-D
DATE: POST: SYSTEM:	BUILDING: INSPECTOR:	
YES = SATISFACTORY NO = UNSATISFACTORY (EXPLAIN ON REVE N/A = NOT APPLICABLE	ERSE)	
Alarm indicating appliances (visual and audible) we	ere tested and are operational	
The primary power supply was tested and is operati	onal.	
The secondary power supply was tested and is operation	ational	
The lamp and LED circuits were tested and are satisfied	sfactory	
Smoke detectors were recalibrated and operate corre	ectly.*	
Batteries were discharged for two hours and remain	operational.	
Battery charging devices were tested for proper oper	ration.	
Battery voltage was measured under full load with c	charger disconnected.	
Batteries had the float voltage measured in each cell	and are satisfactory.	
The PCC interface was tested and was satisfactory.		
The elevator recall functions, primary and secondary	y, were satisfactory	
The HVAC shutdown interface was tested and was	satisfactory.	
The Slave Fire System(s) was tested and was satisfa	ctory.	
Bell or horns (notification appliance circuits) were to	ested and are operational.	
Annunciators were tested and are operational.	-	

# PAGE 2

FAGE 2
Control units were tested and all functions are operational. Voice alarm system components were tested and are operational  Each initiating and signaling circuit was tested for trouble signals  The following test must be conducted at 15 years and every 5 years thereafter.
Two fixed temperature heat detectors for every 100 present were removed and satisfactorily tested by a testing laboratory. The two fixed temperature detectors were replaced with new fixed temperature heat detectors**
DATE THE SYSTEM WAS INSTALLED: DATE THE FIXED TEMPERATURE HEAT DETECTORS WERE LAST TESTED: *NOTE: Detector sensitivity shall be checked within one year after installation and every alternate year thereafter. After the second required calibration test, where sensitivity tests indicate that the detector has remained within its listed and marked sensitivity range, the length of time between calibrations shall be extended to a maximum of 5 years. Where the frequency is extended, records of detector-caused nuisance alarms and subsequent trends of these alarms shall be maintained. In zones or areas where nuisance alarms show any increase over the previous year, calibration tests shall be performed. (NFPA $72 - 7 - 3.2.1$ )
**NOTE: If the tested fixed temperature heat detectors fail, all fixed temperature heat detectors in the building must be replaced.

# FIRE DETECTION AND ALARM SYSTEMS

FORM 4-E

Detector Sensitivity Form	
DATE:	
POST:	BUILDING:
SYSTEM:	INSPECTOR:
YES = SATISFACTORY	
NO = UNSATISFACTORY	(EXPLAIN ON REVERSE)
N/A = NOT APPLICABLE	,
ZONE# DEVICE# DEV.TY	PE SENSITIVITY ALARM TROUBLE REMARKS

Zone#	Device#	DEC. Type	Sensitivity	ALARM	TROBLE	REMARKS

## Attachment 5

## **CONTRACTOR FURNISHED EQUIPMENT**

The Contractor shall provide all materials, supplies and clothing required to perform as specified in the contract. Such items include, but are not limited to uniforms, personnel equipment, tools and any other operational or administrative items required for performance of the duties and requirement of this contract. The quantities indicated are minimums only and if necessary the contractor is solely responsible for replacement more frequently, with no increase or change in contract prices. The U.S. Government shall not be liable for any expense related to Contractor furnished equipment.

1	Multi-Tester	1	ea
2	Ammeter	1	ea
	1 set of 12 pc open/ box combination		
3	wrench(English and metric)	1	ea
4	vise grip 8"	1	ea
5	1 set of hex key (english and metric)	1	ea
6	1 set of 6-pc phillips -head screw drivers	1	ea
7	1 set of 6-pc flat head screw drivers	1	ea
8	Adjustable Wrench 6"	1	ea
9	Electrical Pliers 6"	1	ea
10	Long nose plier 6"	1	ea
11	Ball peen hammer 24 oz.	1	ea
12	Side cutting plier 6"	1	ea
13	Pipe wrench12" long	1	ea
14	Uniform for contractor personnel with logo		
15	Hand gloves	1	pair